

TERMS AND CONDITIONS FOR TECHNICAL SERVICES CONTRACTS TERUMOBCT LATAM

These Terms and Conditions apply to all orders in Mexico, Colombia, Brazil, Argentina, Uruguay, Chile and Perú for contracts from Terumo BCT, LATAM (“us” or “we”). As a Customer (“you”) approving a contract, you have agreed to these Terms and Conditions.

First clause: Object - Maintenance Services.

1.1 During the term of this contract, Terumo BCT will provide the Preventive Maintenance Service (MP) [and / or Corrective (MC)] on the Equipment owned by the Client detailed in “Annex A” which is an integral part of this Contract, in semiannually, according to the terms and conditions set forth herein. Repair services are not covered.

1.2 The MP services include a complete inspection and calibration of the relevant parts of each of the Equipment to allow its functionality, as described in the MP specifications and procedures in the current service manual (s) for the Equipment. MP services do not include disposables; which will be in charge of the Client.

1.3 MC services will include work, travel, expenses and all spare parts (except disposables; which will be the responsibility of the Client) for the Equipment as required, except that the service is required as a result of a use incorrect, negligence, inability, recklessness, failure to use it according to our instructions or the Operators Manual for the Product, or that were altered by unauthorized personnel.

1.4 All Services will be provided by qualified service personnel and will include the provision of testing equipment and spare parts necessary for the provision of the Services.

1.5 Terumo BCT may use renewed or reconditioned parts for the provision of the Services contracted here and said parts will be subject to the same Limited Service Guarantee of clause four.

1.6 If it were impossible for Terumo BCT to provide the services with respect to any Equipment due to (i) its inability to obtain the spare parts for any reason (including, for example, obsolescence, lack of supply, impossibility of importation or other difficulties related to its acquisition) or (ii) if the Equipment is damaged in such a way that the damages exceed the reasonable cost of repair, Terumo BCT may not be called upon to provide Services with respect to such parts, and the fees for Services by the affected teams will be reduced proportionally to the rest of the term of the Contract.

1.7 For the purpose of performing the MP or MC Service, visits will be scheduled at convenient times and locations during normal business hours (which, for the purposes of this Agreement, will be from 8:00 AM to 5:00 PM Monday to Friday, except local holidays and Terumo BCT). Both parties will collaborate in the planning of these visits.

1.8 The service provided at the request of the CUSTOMER that is not during normal working hours is not covered by this Contract, but will require a particular purchase order and will be billed according to the value of overtime of MP or repair services in force at the time to be provided

1.9 Once an MP or MC service has been performed, a copy of the tasks performed and calibration label will be delivered.

1.10 The MP Service on the Terumo BCT brand Equipment will be provided periodically with the time intervals established below according to the Equipment in question. For other products, please contact Terumo BCT Customer Service.

Second clause: Validity and Termination.

Terumo BCT Mexico, S.A. de C.V.

2.1 This Contract is effective as of the Effective Date and will be extended for a term of twelve (12) months or until its early termination in accordance with the provisions contained herein.

2.2 Either party may terminate this Agreement in advance in the event of breach by the other of any of the terms and conditions set forth herein, by written notification to the other party in advance of thirty (30) days and allowing it to correct the non-compliance within said period if this could be rectified. If the breach is remedied, the extinction effects of the notification will not occur, continuing the contractual relationship. However, if the breach cannot be remedied or, if it is, it is not effectively remedied, the termination will occur on the date indicated in the notification, making the outstanding amount a liquid and enforceable credit.

2.3 Without prejudice to the foregoing, Terumo BCT may terminate this Agreement immediately, with prior written notification to the other party in advance of thirty (30) days, if the CLIENT: (i) omits payment of the services in term, or (ii) will be submitted in bankruptcy or bankruptcy either directly and voluntarily or at the request of a creditor, is in a state of insolvency or cessation of payments, sign a negotiation agreement with creditors or debt restructuring, If he was appointed a judicial auditor and / or seer, he will be in the process of dissolution, will celebrate an assignment for the benefit of the creditors or somehow admit his inability to pay his term debts.

2.4 The eventual termination does not exempt you from the obligations to pay fees for Services or other amounts pending payment under this, since such obligations remain in force even after the termination of the contractual relationship. In the event that it is necessary to resort to the judicial collection of the amounts pending payment, Terumo BCT may require the CLIENT to pay all the costs and expenses corresponding to the collection management.

Third clause. Price and payment.

3.1 The price to be paid for the provision of the MP Service shall be that specified in Annex A, which is an integral part of this Contract.

3.2 The CLIENT must pay the price for the MP Service within thirty (30) days from the invoice date. Terumo BCT may not issue any work order until payment of the invoice is received. In case of late payment, default interest of 1.5% per month (or the maximum rate allowed by law, depending on which is lower) will apply to the total balance pending payment. All billing is subject to applicable taxes.

3.3 The CLIENT must make all payments by bank transfer [COMPLETE] and send the corresponding payment receipt.

Fourth Clause Limited Service Guarantee.

4.1 Terumo BCT guarantees that all parts of the Equipment that are replaced or repaired in the framework of the provision of Services agreed here will be free from defects in workmanship and materials, for a period of ninety (90) days from the date of replacement or repair. As sole and exclusive compensation for this warranty, Terumo BCT will replace (with new or similar reconditioned parts) or, at the option of the CUSTOMER, will repair on its own behalf and charge all Equipment that does not comply with the preceding warranty, except that the failures in the pieces are due to; improper use, accident, natural disaster, negligence, failure to use them in accordance with the instructions or the Operators Manual, or if they were altered and / or manipulated by unauthorized personnel. The determination of the existence of such exclusions will be made by Terumo BCT according to their technical knowledge.

4.2 This Limited Warranty does not apply to disposable products used in the Equipment, since disposable products are not included in this Agreement.

4.3 Terumo BCT will not be responsible for the operation of the equipment if parts other than Terumo BCT brand have been incorporated into it.

Fifth Clause Your statements and guarantees.

The CLIENT guarantees and declares, as well as for Terumo BCT, that:

5.1 From the Effective Date, the Equipment is in perfect working condition. Terumo BCT may inspect the Equipment to confirm its condition and / or condition and the CUSTOMER must pay the expenses (to the values in force at that time) and costs related to the inspection.

5.2 As of the Effective Date, the Equipment is covered by the original manufacturer's warranty or by an Equipment Maintenance Contract between Terumo BCT and the CLIENT. In the event that the Equipment is not covered by such guarantee or agreement, prior to the start of the provision of Services, Terumo BCT must prove that the Equipment conforms to our maintenance, account and charge requirements of the CLIENT.

5.3 The CLIENT is responsible for its Equipment, having to ensure its operation, integrity, care, cleaning and disinfection and, in general, complete all other instructions regarding its use and maintenance as indicated in the Operator's Manual, being responsible for damages caused by its misuse, accidents, fortuitous event or force majeure. Terumo BCT assumes no responsibility for costs, damages and / or losses arising directly or indirectly from this contract or from the use of any spare part or product delivered or the services provided under this.

5.4 The CLIENT shall provide Terumo BCT service personnel (i) with sufficient disposable supplies for the provision of the Services, and (ii) a safe, pollution-free work area that complies with current regulations, sanitized and supplied with all the materials necessary for the handling of the Equipment (however, for the purpose of avoiding doubts, the vehicles in which blood is donated are not an appropriate work area for the Services).

5.5 The CUSTOMER must comply with all federal, state, and local laws regarding health and safety requirements, including, but not limited to, OSHA regulations governing the Occupational Exposure to Blood Pathogens.

Sixth Clause Data collection.

6.1 Terumo BCT may collect information about the performance of the Equipment for the purpose of analyzing its operation for repair and / or maintenance, and / or for the purposes of future development or improvement of our products. Terumo BCT will access the performance information generated by the Equipment through communication connections via the Internet or through devices that can be directly connected to the Equipment. Terumo BCT will not use the information collected for any purpose other than that provided in this Contract or as required by Law. If you use or grant a permit on our Cadence® Data Collection System, the information described above will be collected as required. described in the relevant contract under which you used or granted permission on our Cadence® Data Collection System.

Seventh Clause: No recruitment of employees or contractors.

7.1 Terumo BCT and the Client agree not to recruit, hire or recruit, directly or indirectly, employees of the other Party, during the term of this Contract and for the period of twelve (12) months after its termination, unless explicitly agreed in writing from the employer.

7.2 Terumo BCT and the Client also undertake not to recruit, hire or recruit employees of other contracting companies that are providing services for the other Party, without a specific agreement of the Party for which the service is provided, during the period of duration of the project to which the contractor has been assigned.

7.3 Without prejudice to the provisions set forth above, the provisions of this clause will not be applicable to generalized personnel searches, whether carried out through printed notices or by electronic means, and the employment resulting from such searches.

Eighth Clause: Miscellaneous.

The parties agree as follows:

8.1 Amendments and waivers of rights in this contract can only be made by written agreement.

8.2 All notifications to the parties must be sent by registered mail or courier service to the other party to the address consigned at the beginning, producing effects from its delivery.

8.3 The CUSTOMER may not assign all or part of this contract to third parties and / or companies of its economic group, without prior consent of Terumo BCT in writing.

8.4 Terumo BCT may hire a third party to provide maintenance and repair services or subcontract the service under the terms of this Agreement.

8.5 Nothing in this Agreement is intended to create a relationship of employer-employee dependency, partnership, or joint venture between Terumo BCT and the Client.

8.6 No agent, employee or representative of Terumo BCT has the authority to bind or impute responsibility to Terumo BCT as a result of a declaration or guarantee related to the products, spare parts, equipment or services provided or delivered under this Agreement. This Agreement constitutes the only contract between the parties in relation to the Services for the Equipment and prevails over any pre-existing contract concluded between the parties.

8.7 None of the parties will be considered in default when the breach of their obligations or delays in compliance (which do not involve the payment of sums of money) is caused by fortuitous, fire, flood, extreme weather conditions, material shortage, lack of availability of transportation, government ordinance, laws, regulations or restrictions, war, terrorism or civil disorder, or any other cause that exceeds the reasonable control that such party may exercise (a "Force Majeure case").

8.8 Terumo BCT reserves the right to terminate the MP services on the Equipment within thirty (30) days of receiving the signed Contract and the corresponding purchase order (even if our specifications may normally require that MP services be provided previously). The CLIENT waives and exempts Terumo BCT, its affiliates and branches, from any responsibility or claim to which it may be entitled due to the damages that may occur to the Equipment due to (or during) such delay in the provision of the services of MP.

8.9 In the provision of the Services contracted, the parties agree not to pay, agree to pay or offer anything of value (whether as compensation, remuneration, gift or contribution to any person or organization, public or private), if such payments, contributions or gifts were or could be considered illegal, unethical or doubtful. In the same way, the parties are obliged to always strictly follow the highest ethical, moral and legal standards that are applicable to their activities and to obey, under any circumstances, local legislation that prohibits the abuse of economic power.